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1 JOHN R. ROBERTS
2 Bankruptcy Trustee
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5 UNITED STATES BANKRUPTCY COURT
6 FOR THE EASTERN DISTRICT OF CALIFORNIA

7 IN RE:

CASE NO. 09-48545-B-7

8 HOLY COW INC.

9 Debtor(s).

DC NO. JRR-1
DATE: MAY 18, 2010
TIME : 9:32 A.M.
COURTROOM: 32

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11
12 MOTION FOR SALE OF ASSETS
[11 U.S.C. § 363]

13 The motion of JOHN R. ROBERTS, as Trustee of the estate of the above-named
14 debtor, respectfully represents:

15 1. That movant is the duly elected, qualified and acting Trustee of the estate of
the above-named debtor.

16 2. That movant has, as such Trustee, the following assets belonging to the
debtor's estate, appraised as indicated, to wit:

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18 ASSETS:

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20 (a) All of Debtor's rights to (i) the trade name, logo and trademark for
"Holy Cow" and "Holy Cow, Inc.", the formulas for Holy Cow Glass
21 Cleaner, Holy Cow Concentrate and Holy Cow All Purchase
22 Cleaner and (ii) all other intellectual property rights of any nature,
including, without limitation, copyrights, patents, trademarks, trade
23 names, service names, brand names, logos, Internet domain
names, trade secrets, general intangibles of a like nature, together
24 with the goodwill associated with any of the foregoing, and all
applications, registrations and renewals thereof, and any rights,
25 claims or causes of action of Debtor against third parties relating to
26 the foregoing (collectively, the "Intellectual Property");

27 (b) All of Debtor's finished goods and other inventory, including,
without limitation, all samples and returned product, packing

1 materials, empty bottles, sprayers, molds for bottles and the
2 inventory. set forth on Schedule 1.1(b) hereto;

- 3 (c) All of Debtor's customer list;
- 4 (d) The contents of the 53 foot cargo trailer leased from Transport
5 International Pool, Inc. (the "Trailer") including, without limitation,
6 the 3-pack and 2-pack cardboard boxes therein (the "Trailer
7 Contents");
- 8 (e) All of Debtor's machinery and equipment, including, *inter alia*, all
9 computer hardware and software; and
- 10 (f) All business records related to Debtor's business and the
11 Intellectual Property, including without limitation (i) all
12 documentation evidencing Debtor's first use of its Intellectual
13 Property, and (ii) all such records located on website servers and
14 all other locations and in whatever media.

15 **VALUE: \$686,134.00 according to the debtor's schedules.**

16 3. That it is in the best interest of the estate that said asset be sold in that it will
17 generate cash for the estate and said sale is for the fair market value.

18 4. The Trustee has received an offer from CLAIRE-SPRAYWAY, INC., or
19 assignee, for the sum of \$25,000.00. An Asset Purchase Agreement outlining the details
20 of the sale has been entered into between the parties and is attached to the Exhibits as
21 Exhibit "A"

22 5. CLAIRE-SPRAYWAY, INC. is purchasing the assets free and clear of liens,
23 claims, encumbrances, and interests pursuant to 11 U.S.C. § 105(a) and 11 U.S.C. § 363.

24 6. According to debtor's schedules, Sierra Financial Services LLC has a
25 security agreement against the assets of the debtor. However, Trustee has performed a
26 UCC-1 search and finds no UCC-1 filed with the California Secretary of State. The
27 Trustee knows of no valid liens, claims or encumbrances against the assets he is selling.

28 7. The assets are being sold "As Is" and the Trustee makes no warranty on the
condition of the asset.

1 WHEREFORE, Trustee prays for an Order from this Court allowing him to sell the
2 assets as described herein.
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5 DATED: April 20, 2010
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/s/ JOHN R. ROBERTS, TRUSTEE
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